

## eCBA TERMS OF SERVICE

At the outset, we would like to thank you for choosing to use our software or services.

Services are provided by eCBA s.r.o., ID 277 27 599, with registered office Neumannova 52/237, 602 00 Brno, entered in the business registry with the Regional Court in Brno, section C, file No. 54951 (hereafter only "eCBA").

By your action of using our software and services you are agreeing to these Terms of Service (hereafter only "Terms"). Please read them carefully.

### KEY POINTS

- The purchase of a licence to an eCBA Software Product gives you the right to use the application for the period stated in the order (the standard licence validity period is 365 days).
- The licence is not automatically extended. The decision whether to extend the Software Product licence is up to you. By purchasing the licence, eCBA does not commit you to anything.
- All personal data of the purchaser, Licence Owner and/or user will be stored safely by eCBA and will not be disclosed to any third party or used for marketing purposes (except for special business terms applying to product use).

### TERMS OF SERVICE (full wording)

#### 1. INITIAL PROVISIONS

These Terms define the basic business terms and relations between eCBA and its customers in product sales and services.

Any terms and conditions not governed by these Terms are subject to the legal code of the Czech Republic, particularly to the respective provisions of act No. 89/2012 Coll. the Civil Code that the contracting parties chose, and the provisions of act No. 121/2000 Coll. on Copyright.

#### 2. DEFINITIONS

**Software Product** = software, printed or electronic documentation and/or media or any other materials. The Software Product is not sold; eCBA only provides the right to use the product (the licence).

**Licence Owner** = business entity (natural person or legal entity) using the Software Product to cover the operating needs of its own business, non-profit organization using the product to cover its routine needs, or natural person (a consumer not involved in any

business). To become the Licence Owner, the licence must be purchased and/or provided free of charge by eCBA.

**eCBA Website** = the website of eCBA at [www.ecba.cz](http://www.ecba.cz) and [www.ecba.com](http://www.ecba.com).

### 3. SOFTWARE AND SERVICE

#### 3.1 Software

By creating an account / registration the Licence Owner is agreeing to these Terms. If the Licence Owner does not agree to these Terms, he or she may not use the Software Product in any way.

If the Licence Owner is requested to provide registration data, the registration data entered must be complete and true. eCBA is entitled to process and store such registration data and commits not to disclose such registration data to any third party.

The Licence Owner has the rights to use the Software Product in such variant for which the Licence Owner owns the licence, under the terms and conditions defined by these Terms. The rights granted to the Licence Owner are non-exclusive and non-transferable. Any and all rights not expressly mentioned in these Terms shall be reserved to eCBA.

Copyrights and any intellectual property rights, industrial and/or ownership rights to the Software Product and all authorized copies the Licence Owner can make are the ownership of eCBA or his/her contractors.

Except for cases permitted under applicable legislation, the Licence Owner must not modify the Software Product or any part thereof. The Licence Owner must not analyze the Software Product through reverse engineering, decompile it or make derived products out of the Software Product and must allow any other person to do so.

#### 3.2 Services

**CUSTOMER SUPPORT** – customer support services involve automatic Software Product updates by eCBA that can be reported via e-mail, eCBA Website or through notifications displayed in the Software Product user interface.

The Customer Support services defined by these Terms are provided solely by eCBA. The Customer Support service can be used by the Licence Owner or user from the moment the Software Product is activated and throughout the licence validity period. If the Licence Owner is late with the fulfilment of any liability to eCBA, eCBA is entitled to suspend the provision of Customer Support services.

**STANDARDIZED TRAINING** – Standardized Training sessions have a pre-defined content and follow a schedule. eCBA sets the accurate duration of these training sessions by taking into account the number of participants. The dates of Standardized Training sessions are published on the eCBA Website.

**INDIVIDUAL SERVICES** – following prior agreement, eCBA can provide further customized services to the customer such as professional consultation, corporate trainings and technical services.

#### **4. INFORMATION ON SOFTWARE PRODUCTS, SERVICES AND THEIR PROVIDING**

Information on Software Products, standardized additional services and their pricing is published on the eCBA Website and/or can be requested from eCBA staff.

The prices of Standardized Training are stated per participant.

Information on individual services can be requested from eCBA staff. The price of these services is set on a case-to-case basis, depending on the scope and nature, and is subject to agreement by the contracting parties.

Unless otherwise stated, all prices of Software Products and services are stated excluding VAT.

#### **5. ORDERING SOFTWARE, SERVICES AND ORDER PROCESSING**

Software Products licences and services can be ordered via the on-line order form on the eCBA Website, via e-mail ([info@ecba.cz](mailto:info@ecba.cz)) or in writing. By sending the order, the customer agrees with these Terms and makes a binding order of the order subject. The order represents the purchase agreement or service provision agreement proposal.

Order essentials:

- order subject identification;
- customer identification;
- specification of delivery and payment.

eCBA will confirm the order that has received within the shortest possible period of time eventually ask the customer to add any missing data. Upon order settlement or confirmation, the purchase agreement or service provision agreement is made. The purchase agreement or service provision agreement is constituted solely by the essentials stated in the order and the provisions of these Terms.

Should it be necessary to make a calculation or offer due to the nature of a Software Product or service, a purchase agreement is made upon the approval of such offer or calculation by both contracting parties.

The date of a training can be amended or the order cancelled free of charge two business days prior to the scheduled date by the latest. Should less than two participants register for Standardized Training, eCBA reserves the right to postpone such training to a later date or merge the training with a training session announced for another day. The participants registered for the original date will be informed about any such change at least one business day before the date of the start of training as originally scheduled.

## 6. DELIVERY AND PAYMENT TERMS

Software Products and services can be paid by a bank transfer based on an advance payment invoice or by a bank transfer based on an invoice.

The licence will be activated on the same day at the earliest that eCBA's account was credited with the payment for the Software Product, after the payment confirmation from our site.

Standardized Training and individual training are paid by a money transfer based on an invoice or advance payment invoice. In case of a request for amending a training date, or for cancelling an order less than two business days prior to the scheduled date, eCBA reserves the right to charge a cancellation fee amounting to 30 % of the training price. If a participant fails to attend a training session, the price for the training is not refunded.

## 7. SOFTWARE PRODUCTS – LICENCES

Unless otherwise stated, the licence validity period for which the Licence Owner is granted the right to use the Software Product selected is limited and will be defined by eCBA when ordering the Software Product. The licence validity period is calculated from the date of the licence activation. Following prior agreement, eCBA can grant the right to use a selected Software Product for a period other than defined.

The free licence validity period is unlimited and its operation can be terminated at any time without any compensation.

Unless otherwise stated, the Software Product licence validity is extended based on an order. Software Product licences are not extended automatically, but always based on an order initiated by the Licence Owner. The Licence Owner can be notified via e-mail and through a message displayed in the Software Product user interface that the Software Product licence is going to expire.

## 8. TERMINATION AND CANCELLATION

eCBA reserves the right, under these Terms or without them, discontinue the Software Product access for technical reasons or for reasons of force majeure.

eCBA also reserves the right to terminate:

- demo account or unpaid user account that have been inactive for a continuous period of 120 days from the last user login. In the event of such termination, all data associated with such account will be deleted;
- fee-based account, that is tied to licensing, after 365 days from the last day, when it was covered by a valid licence.

The account will be also terminated:

- by the abrogation by the Licence Owner. The abrogation is effective on the first day of the calendar month following the date of its delivery to eCBA. If the Licence

Owner has an amount paid in advance on the eCBA's bank account, eCBA returns to the Licence owner a proportion reduced by a handling fee of CZK 100;

- if the Licence Owner disagree with the new Terms; in this case the account will be terminated on the last day of the effectiveness of existing Terms.

## 9. DATA STORAGE TERMS

Data stored in the user account, including documents, e-mails, contacts, invoices, etc. will be stored on servers operated by eCBA.

The size of the stored data is limited.

Intellectual property rights in the content remain in Licence owner's possession. eCBA is not responsible for any Intellectual Property and copyrights of the stored data.

Uploading any illegal content within the Software Product is prohibited. If this happens, eCBA will give the Licence Owner notice. If the License owner does not take corrective action after this notice at the earliest possible time, eCBA reserves the right to the immediate cancellation of the Licence Owner's account.

While using the Software Product, the Licence Owner agrees not to:

- upload, post, transmit, or in another manner publish any content that is unlawful, harmful, abusive, harassing, tortuous, defamatory, vulgar, pornographic, obscene, invasive of another's privacy, libellous, threatening, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity;
- upload, post, transmit, or in another manner publish any content that includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, transmit, or in another manner publish any content or information that is or may be protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express consent of the owner of such right;
- upload, post, transmit, or in another manner publish any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication;
- interfere with or disrupt the service or servers or networks connected to the Software Product or disobey any requirements, procedures, policies, or regulations of networks connected to the Software Product;
- intentionally or unintentionally violate any applicable local, state, national or international law and any regulations having the force of law;
- upload, post, transmit, or in another manner publish any content that contains software viruses, worms, or any other computer code, files or programs that

interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

## 10. DISCLAIMER OF WARRANTIES

Although eCBA is making every effort to provide a product that will suit all your requirements, please note that the Software Product is provided on an as-is-and-as-available basis, and to the maximum extent permitted by applicable law, eCBA disclaims all warranties of any kind. eCBA is not liable for errors or failure of the Software Product.

eCBA shall not be liable: (Except where otherwise permitted or required by law)

- for defects caused due to improper use or unauthorized intervention;
- for damages resulting from restrictions, delays or other issues associated with using the Internet or electronic devices;
- loss of profits, revenue, business, savings, data or financial loss of The Licence Owner.

To the maximum extent permitted by applicable law, the entire liability of eCBA is, for any claims arising out of these Terms including any warranties implied by law, limited to the amount that the Licence Owner paid for using the services.

In all cases, eCBA shall not be liable for any loss or damage which cannot be reasonably predicted.

## 11. PERSONAL DATA PROTECTION

By creating an account / registration the Licence Owner agrees that the personal data provided by the Licence Owner and other users can be collected, processed and stored by eCBA. At the same time the license owner agrees that the data provided must be complete and true. eCBA commits not to disclose such personal data to any third party.

All data on the purchaser, Licence Owner and/or user will be stored safely by eCBA and will not be disclosed to any third party or used for marketing purposes (except for special business terms applying to product use).

### Purpose of processing personal data

eCBA processes the provided personal data for the purposes of the operation of the Software Product.

### Extent of personal data

The extent of personal data includes:

- mandatory data: valid e-mail,
- optional data: first name, surname, contact telephone number, contact address.

### Sources of personal data

eCBA obtains the data directly from the users of Software product.

## **Revocation**

Revocation of an agreement to the processing of personal data is only possible by writing to eCBA. Revocation of an agreement to the processing of personal data will lead to the termination of the user account.

## **12. FINAL PROVISIONS**

The respective provisions of the copyright act and other legal regulations governing the use of computer programs and databases including the sanctions for illegal use are not affected by these Terms. The invalidity or ineffectiveness of any provision of these Terms shall not affect the validity and effectiveness of the Terms as such.

eCBA may unilaterally amend these Terms. The new version will be published without delay. If the purchaser and/or Licence Owner uses Software Products or receives services or other deliverables by eCBA also after the date on which the new version of the Terms is published, the amended Terms become binding for the purchaser.

These Terms enter into force on the date of their publication, i.e. 16 March 2016. Any past versions of these Terms lose validity as of that date.

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